

AGENDA
REGULAR CITY OF TILLAMOOK COUNCIL MEETING
~ MONDAY, DECEMBER 5, 2011 AT 7:00 P.M. ~
TILLAMOOK CITY HALL, 210 LAUREL AVENUE
www.tillamookor.gov

6:00 P.M. EXECUTIVE SESSION – Pending Litigation

7:00 P.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MINUTES: November 21, 2011

PUBLIC HEARINGS –

1. OLCC Change of Ownership – Pacific Restaurant, Nelia Bautista & Philip Bierman

CITIZENS HEARING/AUDIENCE COMMENTS – Non Agenda Items

(This is the time reserved for citizens to address the Council on matters related to city government and properly the object of Council consideration. Time is limited to five (5) minutes for each speaker, unless the Council decides prior to the citizen hearings period to allocate more or less time. The purpose of the citizen hearings period is to provide citizens an opportunity to be heard by the council, primarily on issues not on the agenda).

PENDING BUSINESS:

1. Revised - Draft of TURA- City 1st Street Parking Lot Lease Agreement

NEW BUSINESS:

1. Tillamook Chamber Proposal for Signage System
2. Eastgate Pump Station Pump Upgrade – Public Works Director Arley Sullivan

LEGISLATIVE:

1. Ordinance - Second Reading for the Urban Growth Management Agreement
2. Ordinance - First Reading of An Ordinance Annexing Territory into the City of Tillamook between Wilson River Loop Road and Schild Road

COUNCIL CONCERNS – Non-Agenda Items

MONTHLY REPORTS:

1. Police Department
2. Public Works
3. Mayor – verbal report

COMMITTEE REPORTS:

1. Urban Renewal Agency
2. Beautification Committee

STAFF COMMUNICATIONS/CORRESPONDENCE/DISCUSSION:

1. ODOT Stakeholder Advisory Meeting – December 7, 2011
2. League of Oregon Cities (LOC) Regional Meeting – December 6, 2011
3. 2011 Homeland Security Grant Agreement
4. City of Tillamook Monthly TRT Revenue Report
5. Goodspeed Park Playground Equipment Update

AUTHORIZATION TO PAY BILLS

ADJOURNMENT

THIS IS A PUBLIC MEETING PER ORS CHAPTER 192. THE CITY COUNCIL RESERVES THE RIGHT TO CALL AN EXECUTIVE SESSION PER ORS 192.660. CITY HALL IS HANDICAP ACCESSIBLE. PLEASE CONTACT THE OFFICE OF THE CITY MANAGER SHOULD SPECIAL ACCOMMODATIONS BE REQUIRED. CITIZENS WITH VISUAL OR MANUAL IMPAIRMENTS MAY CONTACT THE OREGON RELAY SERVICE BY PHONING 1-800-648-3458 (TDD) OR 1-800-848-4442 (VOICE). THE CITY OF TILLAMOOK IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

City Meetings coming up in December 2011 at City Hall:

1. City Council: Monday, December 19, 2011 @ 7:00 p.m.
2. Tillamook Urban Renewal Agency (TURA): December 14, and December 28, 2011 @ 5:30 p.m.

POSTED: December 1, 2011

City Hall * Tillamook County Courthouse * Tillamook Fire District * Tillamook County Library

**TILLAMOOK CITY COUNCIL MEETING
MONDAY, NOVEMBER 21, 2011
CITY HALL, 210 LAUREL AVENUE**

EXECUTIVE SESSION:

Mayor Weber called the executive session to order at 6:30 p.m. for discussion of labor negotiations per ORS 192.660(2)(d).

CALL TO ORDER/FLAG SALUTE:

Mayor Weber called the regular City Council meeting to order at 7:00 P.M. and led the Pledge of Allegiance.

ROLL CALL:

Those present for roll call:

Mayor Suzanne Weber
Councilor Joe Martin
Councilor Matt Harris
Councilor John Sandusky
Councilor Doug Henson
Councilor Cheryl Davy

Absent:

Councilor Steven Forster (Excused)

Staff Present:

Paul Wyntergreen, City Manager
Bernadette Sorensen, City Recorder
Abigail Donowho, New City Recorder

INTRODUCTION OF NEW CITY RECORDER:

Mayor Weber introduced the new City Recorder, Abigail Donowho. The Council will hold a workshop in January to outline expectations and job functions for Abigail as an employee of the Council.

AGENDA:

The posted agenda for the meeting of November 21, 2011 is attached and by this reference is made a part of the record.

MINUTES:

Council minutes for meetings held on May 2, 2011, May 16, 2011 and June 20, 2011 were included in Council packets.

Councilor Sandusky moved approval of the minutes of May 2, 2011, May 16, 2011 and June 20, 2011 as presented. Councilor Henson seconded the motion. Motion carried unanimously by Council seated.

CITIZENS HEARING:

Gus Meyer, 1715 Skyline Dr., Tillamook, expressed thanks for efforts and coordination by the City of Tillamook to extend the sewer line. He also extended compliments and thanks on behalf of the children in the Goodspeed Park neighborhood area for the new playground equipment that will be installed soon. **Mayor Weber** asked Meyer about contributing to the Holden Creek project. Meyer respectfully declined the offer. **Councilor Henson** complimented Meyer on his contribution to the community and thanked him for his involvement.

PENDING BUSINESS:

1. **Draft of TURA City 1st Street Parking Lot Lease Agreement – City Manager Wyntergreen** gave a report on Attorney Sam Kuzma's suggestions and direction regarding various points within the lease agreement. **Councilor Sandusky** expressed concerns that the agreement was too long and exceeds the City's original intent for the lease. **Councilor Harris** concurred with Councilor Sandusky. **Councilor Sandusky** recommended the council concede to simplify the contract. The Council reached consensus, and directed Wyntergreen to revise the contract.
2. **Mayor Weber** readdressed the motion passed during the November 7, 2011 meeting regarding Safeway and the buyout contract, noting that upon "review and approval" from the city attorney the Mayor would approve the contract. The document was received from City Attorney Putman prior to his departure for vacation, but a few changes had been made. Discussion regarding the risk of signing without further review followed. **City Manager Wyntergreen** clarified that the risk of signing is minimal. **Mayor Weber** pointed out that this contract has been reviewed multiple times by FEMA, City, and Safeway attorneys. **Councilor Sandusky moved to authorize the mayor to sign the agreement. Councilor Martin seconded the motion.** Under discussion it was brought up that it would have to be placed on the agenda for action. **Councilor Martin withdrew his second and Councilor Sandusky withdrew his main motion.**

Councilor Sandusky moved to place on the agenda under Pending Business the Safeway buyout agreement. Councilor Martin seconded the motion. Motion carried unanimously by Council seated.

Councilor Sandusky moved to authorize the mayor to sign the Safeway buyout contract. Councilor Martin seconded the motion. Motion carried unanimously by council seated.

NEW BUSINESS:

1. **Legal Description for Annexation – City Manager Wyntergreen** let the council know that a legal description for the annexation of the Dave Neal property is several months away from resolution. Having obtained a quote from Bayside Surveying, **Wyntergreen** asked the Council if the City could pay for the writing of the legal description. The cost will be \$800.00. He also noted that issues are still being addressed regarding ODOT's concerns and Schild Road access. **Councilor Sandusky** stated that annexation would be good regardless of pending issues. **Councilor Harris** questioned the cost, and after discussion, noted that at this juncture, the cost will be considered an expense to be recuperated in future tax revenues. **Councilor Martin moved to enter into contract with Bayside Surveying to write a legal description in order to move forward with annexation. Councilor Sandusky seconded the motion. Motion carried unanimously by council seated.**
2. **Emergency Exercise Update—City Manager Wyntergreen** let the Council know the exercise has been moved from December 7, 2011 to January 4, 2012 due to scheduling conflicts. The staff will attend a meeting at 3:00 p.m. in order to be briefed about what to do during the exercise to take place that day between 4:00 and 5:00 p.m. The Council was asked to participate if possible. A tsunami exercise is scheduled for May 23, 2012. The City may also apply for a grant to update the Emergency Training Manual. More information will be available at the December 19, 2011 meeting.

LEGISLATIVE

1. **ORDINANCE – URBAN GROWTH MANAGEMENT AGREEMENT – FIRST READING**

Councilor Sandusky moved for the first reading by title only of the ordinance, Councilor Davy seconded. Motion carried unanimously by council seated. City Recorder Sorensen read the ordinance by title only as requested by the Mayor. Second reading will occur at the next meeting.

COUNCIL CONCERNS:

There were no Council Concerns at this time.

MONTHLY REPORTS:

City Manager – Wyntergreen’s report was included in Council packets. He announced that the City Planner, David Mattison and his wife Samantha had their baby, Piper on November 15, 2011. The Dairy Queen Property demolition is almost done. Remaining tasks are grading and seeding. Wastewater treatment employee Eric Manning has been an excellent addition to the staff; he is already helping lessen the workload as expected. A new hire will be needed in the police department due to Lyle McFarland’s retirement. Sixty applications have been received; background checks are being done on qualified applicants.

Manager Wyntergreen attended a meeting in Salem with Mayor Weber exploring financing options for the sewer extension project. He projected that a draft of the IGA with the Port of Tillamook for financing of the sewer extension should be available for the first or second meeting in December. The City is continuing to research VEBA as an option for health insurance. **Wyntergreen** would like to have an employee exploration meeting to answer questions and talk about how it would work.

City Recorder—Bernadette Sorensen reported that collections continue to go well with Credit, Inc. She is happy with the Council’s choice for the new Recorder. **Sorensen** reminded everyone about Officer McFarland’s retirement party to be held on November 30, 2011 at City Hall. She also thanked the Mayor and Council for the wonderful retirement party in her honor on November 18, 2011.

MAYOR REPORT:

Mayor Weber said she attended an economic development meeting in Salem; the next one will be in January. They also discussed new businesses in Tillamook. She was approached for a meeting with Tillamook PUD to work on [the new transmission line] plan alternatives. The meeting will be held sometime mid-December to early January. **Mayor Weber** reminded everyone about the City’s 8th annual tree lighting ceremony and festivities to take place on December 3, 2011. There will be lots of opportunities for fun—pictures with Santa, entertainment, food, and more.

COMMITTEE REPORTS:

Urban Renewal – City Manager Wyntergreen reported that there was a meeting on November 9, 2011. There have been façade updates all around town: The Elks’ building improvement project was finished—new windows, metal, and paint gave the building an updated look. The [parking lot] lease document has also been reviewed.

Finance Committee--Councilor Martin stated that a new ordinance is in order regarding the Transient Room Tax (TRT). The ordinance should specify where to spend money in an effort to increase tourism. The committee will look at dollar allocations and work on a draft for the Council to review. He projected an ordinance review for the Council in January.

Associations Committee—Councilor Henson shared that the committee has its first project: to install [directional and tourism information] signs in 15 locations. Justin Aufdermauer, the Chamber of Commerce Director, is heading up the project.

Councilor Henson commented that this committee has been a good way for businesses to work together in economic development. It is good to see the organizations come together and accomplish more as a group than they can alone. **Mayor Weber** is pleased with the progress the committee has made and with the ideas about “branding” Tillamook.

Holden Creek Working Group—**Councilor Henson** said the group has good representation for the project. Reports on recent culvert clean-up showed that some are in better condition than initially thought, and the tide gates are functioning properly. The group has a goal of restoring salmon to the creek within five years.

City Manager Wyntergreen talked about a grant from the Tillamook Estuaries Partnership that could provide \$3000.00 for studies in hydrology and geomorphology. The creek is now considered an urban stream.

Four students at Tillamook High School are using Holden Creek as their senior project. **Councilor Sandusky** said that water analysis from students under Clair Thomas show that the general quality of the water is better.

Councilor Henson said the clearing of brush and trees is going well. The analysis of flooding effects on the creek is anxiously awaited by many involved in the clearing project.

Mayor Weber also commented that beavers in the Holden Creek area will be relocated, and assured everyone that none will be hurt in the process.

STAFF COMMUNICATIONS/CORRESPONDENCE/DISCUSSION:

City Manager Wyntergreen announced that the Special Cities Grant Program awarded the City of Tillamook with a \$50,000.00 grant this year. The money will be used for improvements to Stillwell between Front and Third Streets. He also mentioned an email he received about a Business of Oregon grant program that could provide up to \$30,000.00 for shop cleanup. The Council thanked Wyntergreen for his hard work on grant writing.

AUTHORIZATION TO PAY BILLS:

The Finance Committee had reviewed the current bills prepared for payment. **Councilor Martin moved to pay the bills approved by the Committee. A second was made by Councilor Sandusky. Council seated approved the motion unanimously.** Bills were paid in the following total amount. A copy of the voucher register is attached and by this reference is made a part of the record.

GENERAL CHECKING ACCOUNT

Special Batch 11/14/11	Checks # 31490	\$ 11,239.34
Special Batch 11/15/11	Checks # 31491	\$ 366.43
A/P Batch 11/21/11	Checks # 31492-31551	\$ 140,983.99

ADJOURNMENT:

There being no further business Mayor Suzanne Weber adjourned the meeting at 8:06 P.M.

APPROVED:

Mayor

ATTEST:

City Recorder

TILLAMOOK POLICE DEPARTMENT

BACKGROUND INVESTIGATION / LICENSE APPLICATION

Date: 11/15/11

To: PAUL WYNTERGREEN / CITY MGR.

From: TERRY WRIGHT / CHIEF (TW)

License Type: OLCC - CHANGE OWNERSHIP

Business Name: PACIFIC RESTAURANT

Name: NEKIA S. BAUTISTA DOB: 11-11-78
PHILIP R. BIERMAN 07-28-75
2102 1ST STREET
TILLAMOOK, OR. 97141

A background investigation check, consisting of computer records checks, was conducted on the above named individual/s.

X No adverse information was found.

 The following information was revealed:

 Further background investigation required.

Recommendation: X Approval
 Rejection

Comments: _____

LEASE AGREEMENT

Date: _____

Between: Tillamook Urban Renewal Agency ("Landlord")

210 Laurel Avenue, Tillamook, Oregon 97141

And: City of Tillamook ("Tenant")

210 Laurel Avenue, Tillamook, Oregon 97141

Landlord leases to Tenant and Tenant leases from Landlord the following described property ("the Premises") on the terms and conditions stated below:

Premises Known As: 1st Street Parking Lot, 1815 1st Street, Tillamook, OR 97141.
See Exhibit A, attached hereto and by this reference incorporated herein.

Section 1. Occupancy

1.1 Original Term.

The term of this lease shall commence January 1, 2012, and continue through December 31, 2013, unless sooner terminated as hereinafter provided.

1.2 Possession.

Tenant's right to possession and obligations under the lease shall commence on January 1, 2012.

1.3 Renewal Option.

If the lease is not in default when each option is exercised or when the renewal term is to commence, Tenant shall have the option to renew this lease for five (5) successive terms of two (2) years each, as follows:

- (1) Each of the renewal terms shall commence on the day following expiration of the preceding term.
- (2) The option may be exercised by written notice to Landlord given not less than 120 days before the last day of the expiring term; and
- (3) The terms and conditions of the lease for each renewal term shall be identical with the original term.

Section 2. Percentage Rent

2.1 Amount.

Tenant shall pay to Landlord as percentage rent an amount equal to ten percent (10%) of Tenant's annual gross receipts received by Tenant for monthly parking fees for the Premises.

2.2 Definition of Gross Receipts.

The term gross receipts means the amount paid or payable for all services sold or provided from the Premises by Tenant or any other party, for cash or on credit and including the value of any exchanges. Services rendered by Tenant, directly or indirectly, from any other Premises because of orders originating in or arising out of business transacted on the Premises are included.

2.3 Quarterly Payments.

Payments of shall be made every three (3) months from the date of this Agreement with an adjustment to an annual basis at the end of each calendar year as provided below. Each quarterly payment shall be determined by applying the percentage to the gross receipts for the quarter

Section 3. Use of the Premises

3.1 Permitted Use.

The premises shall be primarily used for parking lot purposes. If this use is prohibited by law or governmental regulation, this lease shall terminate.

3.2. Restrictions on Use.

In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use;
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term insurance policies, unless Tenant pays the additional cost of the insurance;
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring Premises or that would tend to create a nuisance or damage the reputation of the Premises;
- (4) Retain four (4) RV parking spaces on the Premises as free public parking; and
- (5) Increase the monthly fee amount for parking spaces on the Premises from \$20 per parking space to \$30 per parking space.

3.3 Hazardous Substances.

Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of otherwise released on or under the Premises. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 4. Repairs and Maintenance

4.1 Landlord's Obligation.

Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvement on the Premises.

4.2. Tenant's Obligation.

Tenant, at its expense, shall keep the Premises in first-class repair, operating condition, working order, and appearance. The following shall also be the responsibility of the Tenant:

- (1) Repair and maintenance of sidewalks, landscaping, drives, curbs, and parking areas;
- (2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees; and
- (3) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

4.3 Reimbursement for Repairs Assumed.

If Tenant fails or refuses to make repairs that are required by this Section 4, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of nine percent (9%) per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs that are the obligation of the other party and charge the other party for the resulting expense unless at least twenty-one (21) days before work is commenced, and the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

4.4 Inspection of Premises.

Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair.

Section 5. Alterations

5.1 Alterations Prohibited.

Tenant shall make no improvements or alterations on the Premises by either Landlord of any kind without first obtaining Landlord's written consent.

5.2. Ownership and Removal of Alterations.

All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed/made unless the applicable Landlord's written consent specifically provides otherwise. Improvements and alterations performed/made by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord's written consent specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required.

Tenant shall keep the Premises insured at Tenant's expense by an insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks.

6.2. Waiver of Subrogation.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by any of the risks enumerated in an insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy expressly permits waiver of subrogation or if the insurance company agreed in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes; Utilities

7.1 Property Taxes.

Tenant shall apply for tax exempt status of the Premises. If Tenant is unable to obtain tax exempt status for the Premises, Tenant shall pay as due all real property taxes and special assessments levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

7.2 Special Assessments.

If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes.

Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment.

7.4 Proration of Taxes.

Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

7.5 New Charges or Fees.

If a new charge or fee relating to the ownership or use of the Premises or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such charge or fee. Tenant, however, shall have no obligation to pay any income, profits, or franchise tax levied on the net income derived by Landlord from this lease.

7.6 Payment of Utilities Charges.

Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services. If any utility services are provided by or through Landlord, charges to Tenant shall be comparable with prevailing rates for comparable services. If the charges are not separately metered or stated, Landlord shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share on demand.

Section 8. Damage and Destruction

8.1 Partial Damage.

If the Premises are partly damaged and Section 8.2 does not apply, the Premises shall be repaired by Tenant at the Tenant's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Tenant and shall be performed in accordance with the provisions of Section 4.2.

8.2 Destruction.

If the Premises are destroyed or damaged such that the cost of repair exceeds fifty percent (50%) of the value of the property before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Tenant shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Tenant's reasonable control.

8.3 Rent Abatement.

Rent shall be abated during the repair of any damage to the extent the Premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

8.4 Damage Late in Term.

If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 8.2.

Section 9. Eminent Domain

9.1 Partial Taking.

If a portion of the Premises is condemned and Section 9.2 does not apply, the lease shall continue on the following terms:

- (1) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation;
- (2) Landlord shall proceed as soon as reasonable possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that at the time of the condemnation;
- (3) After the date on which title vests in the condemning authority or an earlier date on which alteration or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value to the Premises as an economic unit on account of the partial taking. If the parties are unable to agree on the amount of the reduction of rent, the amount shall be determined by arbitration in the manner provided in Section 15; and
- (4) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 9.1(1) and 9.1(3) apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

9.2 Total Taking.

If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was then making of the Premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Landlord under Section 8.2. Landlord shall be entitled to all of the

proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.3 Sale in Lieu of Condemnation.

Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 9 as a taking by condemnation.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent (9%) per by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that accrue as a result of a foreclosure or sale under lien.

10.2 Indemnification.

Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant including any such cost, claim, loss, or liability that may be caused or contributed to in part by Landlord's own negligence or failure to effect any repair of maintenance required by this lease and including without limitation any cost, claim, 10 or liability suffered directly or from a third-party claim for damage to the Premises or any other persons or property arising out of or related to Tenant's failure to comply with Section 3.3. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises (except to the extent caused by Landlord's negligence or breach of duty under this lease).

Landlord shall have no liability for the failure or interruption of utilities.

10.3 Liability Insurance.

Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost:

Commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and damage liability, personal and advertising injury liability, and payment with a general aggregate limit of not less than \$15,000,000 and a per occurrence limit of not less than \$5,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition to by Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2, shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days written notice to Landlord before any change or cancellation shall be furnished to Landlord before Tenant's occupancy of the property.

Section 11. Quiet Enjoyment

11.1 Landlord's Warranty.

Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises for the lawful claims of all persons during the lease term.

Section 12. Surrender at Expiration

12.1 Condition of Premises.

On expiration of the lease term or earlier termination on account of default, Tenant shall surrender the Premises in first-class condition. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be accepted, but repairs for which Tenant shall be completed to the latest practical date before such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

12.2 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150% of the rent last paid by Tenant during the original term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.2, the tenancy shall be terminable at the end of any quarterly rental period on written notice from Landlord given not less than 10 days before the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to month-to-month tenancy.

Section 13. Termination of Lease.

Landlord and Tenant shall have the right to terminate the lease, providing the terminating party first provides the other party 120 written notice.

Section 14. Miscellaneous

14.1. Non-waiver.

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent shall not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and shall not affect Landlord's remedies for failure to perform such other obligations.

14.2 Attorney Fees.

If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 Notices.

Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either parties in writing.

14.5 Entry for Inspection.

Landlord shall have the right to enter on the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain on the Premises notices for leasing or selling of the Premises.

14.6 Interest on Rent and Other Charges.

Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of nine percent (9%) per annum (but not in any event at the rate greater than the maximum rate of interest permitted by law) for the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a five cents per dollar of the overdue payment to reimburse Landlord for the cost of collecting the overdue payment. Tenant shall pay the late charge on demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

14.7 Time Essence.

Time is of the essence of the performance of each of Tenant's obligations under this lease.

Section 15. Arbitration

15.1 Disputes to Be Arbitrated.

If any dispute arises between the parties, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the Premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the Premises are located to appoint the required arbitrator.

15.2 Procedure for Arbitration.

The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased Premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration, subject to Section 15.2, above.

Landlord: TILLAMOOK URBAN RENEWAL AGENCY

Chairman Don Hurd

Date

Tenant: CITY OF TILLAMOOK

Mayor Suzanne Weber

Date

EXHIBIT A

LEGAL DESCRIPTION:

Lot 4, and the West 25 feet of Lot 3, Block 9, TOWN OF LINCOLN, NOW
TILLAMOOK CITY, in Tillamook County, Oregon.

and

Lots 1 and 2 and the East 27.5 feet of Lot 3, Block 9, LINCOLN, NOW CITY OF
TILLAMOOK, excepting therefrom the South 2.5 feet of said Lots, as described in
fee Number 2004-006134, recorded July 19, 2004 in Tillamook County, Oregon.

Explore Tillamook

The Associations Committee of the City of Tillamook has adopted a unique cross-promotions project, “*Explore Tillamook*,” that is made up of the destinations of our area. *Explore Tillamook* was designed by the Tillamook Area Chamber of Commerce to direct tourism between multiple destinations in order to entice tourists to see all the places to visit and in-turn stay longer, eat at local restaurants, and shop in our stores. The project will be in multiple phases, first phase taking place in Central County around the City of Tillamook. The potential of this program is endless and will continue into a promotions program unlike anything the area has seen in the past. In the following proposal you will find a breakdown of *Explore Tillamook*, phases, and potential options that are available to enhance the cross –promotion of the area.

Project Vision

Tillamook is lacking when it comes to connecting the dots for the visitors already here. Directing these visitors and showing them the significant amount of places to go and recreation in our area will have an impact on the overnight stays and spending in our local restaurants and stores. These display boards are designed to give visitors directions, distances, and information about the other attractions. These boards are to be either placed on the physical building or as a stand-alone display at the exits of the attractions.

In addition to signage the project will be expanded by providing Visitor and Community Guides for visitors to take. As stated, this project will continue to evolve to include information that will be valuable for visitors to enhance local business, turning these into non-interactive kiosk type displays. Examples could include: Maps, Coupon Books, further guides for eco-tourism, ect.

Sign Construction

The signs are a two part display. The main backing of the board shown in the display graphic is currently out for bid with McRae and Sons, Ortiz, All Star Signs, and sandblasted.com. The difference between them is the material they use and the cost. McCrae and Sons would be making the board out of wood and a sign company could then treat it and paint it with automotive paint to then seal (Common practice in sign making). Sandblasted.com is a company that makes the signs out of a High Density Urethane Foam, creating a product that is virtually weather resistant, a product that is likely to cost more but will hold up in our Oregon Coast Climate.

The second part of the signs will be a think lay of composite material with a vinyl layover. This will inset into part one and be fastened in. The idea behind the two part display is to ensure the longevity of the investment. If an attraction needs to be changed or information changes, we will be able to lay over a

new vinyl without having to un-mount the sign or reconstruct the whole thing. This is also currently out for bid.

Installation is the largest unknown at this time because of different locations and materials to be mounted on. Some locations may need stand-alone mounting, which then requires much more investment. If this occurs then we will be sure to adjust in private stakeholder funding.

Financial

Some of the more well-known stakeholders include Tillamook County Creamery Association, Tillamook Naval Air Museum, Tillamook County Pioneer Museum, Friends of Cape Mears Lighthouse, and Latimer Quilt and Textile. The idea behind *Explore Tillamook* follows the basic principle of working together for the greater good, a principle that the City of Tillamook has fully embraced as of late. As we receive funding to start and develop this project the stakeholders will then be contacted and presented with a proto-type and request for sponsorship. Currently the stakeholder investment is less at an average of less than \$350 per business. This is based on the cost of each complete and installed sign being \$1000. The potential funding breaks down as follows:

Organizations & Government:	Funds:
City of Tillamook (TRT Grant Funds)	\$5000
Tillamook Area Chamber of Commerce	\$1000
6000 In-Kind Visitor & Community Guides	\$2,100
Tillamook County Economic Development	\$1000
Private Industry:	
Tillamook County Creamery Association Tillamook Naval Air Museum Blue Heron French Cheese Company Tillamook County Pioneer Museum Latimer Quilt & Textile Center Tillamook State Forest Center 2 nd St. Public Market Oregon State Parks Pelican Pub & Brewery	\$3000

\$12,100 Total Funding

County Wide Branding & Phases

As “*Explore Tillamook*” is put into effect the goal will be to present and broaden this to other tourism promotion agencies within the county. The project will use the same design and same branding, although will likely use the name of the city or region they are in.

The Tillamook Area signs will feature both the Maritime Museum in Garibaldi and the Pelican Pub & Brewery in Pacific City. The idea of this is to inform travelers of where they can stop while traveling north and south. When they stop by those locations the Tillamook Area guided them to, they will then recognize a branded sign which will then highlight attractions of the area they are now in. Same will be reciprocated from other regions signs. A destination will be chosen to highlight Tillamook on the displays in the other region, directing them to the Tillamook area.

The success of *Explore Tillamook* will be tracked in the amount of literature taken from the displays. As the program continues to be utilized, displays on city corners and promotion at local lodging are not too far around the corner. This will be a future phase to take place as funding allows.

As this program grows this will allow for a Branding of Tillamook County and create a direct approach for future uses in area marketing. This program will essentially brand Tillamook and with the involvement and partnership of the Tillamook County Economic Development Council can take off in a multitude of ways to connect our county.

Summary


The impact of this program combined with the vision of the Association Committee members is the recipe to boost revenue for the local economy of Tillamook. The initial investment of this project, depreciated out by the longevity, shows that this is a minimal investment on return for the City of Tillamook.



STAFF REPORT CITY OF TILLAMOOK

TO: Honorable Mayor and Members of City Council

THROUGH: Paul Wyntergreen, City Manager

FROM: Arley Sullivan, Director 

DATE: December 5, 2011 Council Meeting

SUBJECT: EASTGATE PUMPSTATION PUMP UPGRADE

ISSUE BEFORE THE COUNCIL:

Request for approval by the Council to purchase two new pumps for the Eastgate Pump Station located at the south end of Meadow Avenue.

EXECUTIVE SUMMARY:

- The Eastgate Pump Station has been in service since 1967.
- The two pumps that operate sequentially are in need of replacement because of age and wear.
- Replacement pumps and pump station rehabilitation have been considered with the following costs associated to the alternatives that have been considered.
- Pump Tech: \$68,500.00 to do a station rehabilitation.
- ITT: \$32,138.00 to retrofit the station with their pumps and controls.
- Correct Equipment: \$16,866.00 to replace both pumps with the same pumps presently used in the station.

RECOMMENDATION:

- Staff recommends approval of Correct Equipment to install the same pumps for \$16,866.00 especially in view of the fact that the originals have been in service since 1967.

STAFF REPORT: PUBLIC WORKS VEHICLE USE POLICIES

Date of Council Meeting, December 5, 2011

Page 2 of 2

ALTERNATIVES TO RECOMMENDATION: None

FINANCIAL IMPLICATIONS: Funds are budgeted under Capital Improvements line item 022-22-54100 in the wastewater fund.

DISCUSSION: (Optional)

PUBLIC INVOLVEMENT: None

- Attachments:**
- A.** Vern Ressler e-mails regarding pumps dated Saturday, November 26, 2011. Correct Equipment quote \$16,866.00 pump replacement like for like.
 - B.** ITT Flygt quote \$32,138.73 pump retro-fit.
 - C.** PumpTech, Inc. quote \$68,500.00 complete rebuild.

ATTACHMENT "A"

Arley Sullivan

From: vern resseller <v.ressler@embarqmail.com>
Sent: Saturday, November 26, 2011 10:30 AM
To: 'Arley Sullivan'
Subject: FW: Eastgate Pumping Station

From: Vern Ressler [<mailto:v.ressler@embarqmail.com>]
Sent: Thursday, November 24, 2011 9:57 AM
To: 'vernon resseller'
Subject: RE: Eastgate Pumping Station

Arley,
I have 3 quotes.
Pump Tech \$68,500
ITT \$32,138
Correct Equipment \$16,866

Correct Equipment is going to put the exact same pumps in that we have already in there. ITT would have to retrofit and Pump Tech wants to put the pump station on top of the ground instead of downstairs in the can. Considering this is a MINI pump station I believe we could just put in the original pump. They have been in there since 1967.
Vern

From: vernon resseller [<mailto:v.ressler@embarqmail.com>]
Sent: Wednesday, November 23, 2011 11:09 PM
To: v.ressler@embarqmail.com
Subject: FW: Eastgate Pumping Station

From: Arley Sullivan [<mailto:asullivan@tillamookor.gov>]
Sent: Wednesday, November 23, 2011 3:28 PM
To: 'Vern Ressler'
Subject: RE: Eastgate Pumping Station

Vern is this a "Sole Source" supplier? If not we will have to have two more quotes before we can move forward.
Thanks,
Arley

From: Vern Ressler [<mailto:v.ressler@embarqmail.com>]
Sent: Wednesday, November 23, 2011 1:39 PM
To: Arley Sullivan; Donita
Subject: FW: Eastgate Pumping Station

Arley,

Eastgate pump station has 2 really worn out pumps. This bid from Tim Owens is probably the way to go, for sure the easiest and less expensive.

We could put in one new pump for now and then budget for next year another one if we really like this pump.

I would like to go ahead on one new pump for now.

Vern

From: Tim Owens [<mailto:timo@correctequipment.com>]

Sent: Monday, November 21, 2011 11:46 AM

To: 'Vern Ressler'

Subject: RE: Eastgate Pumping Station

Hi Vern,

The exact replacement pump (different mfg.) quote is below. We can deduct the pump base or suction elbow if you do not need it. Let me know if you have any questions or need any additional information.

Complete ABBA replacement pump model ACN0432LC. Includes 4x4 suction elbow, pump base, suction cover, volute, impeller, sleeve, stuffing box cover, adapter, deflector, mechanical seal, gaskets, 3HP 1200 rpm electric motor and miscellaneous items to complete the replacement pump. All materials in standard materials and construction. Would be a drop in replacement. \$8433.39 + Freight, 8- 10 weeks

Best Regards,

Tim Owens
Correct Equipment
2403 SE Monroe Street, Unit E
Milwaukie, OR 97222
Office:(503)582-0555
Cell:(503)616-8279
Fax:(971)223-2975
timo@correctequipment.com



From: Vern Ressler [<mailto:v.ressler@embarqmail.com>]

Sent: Friday, November 18, 2011 11:45 AM

To: 'Tim Owens'

Subject: RE: Eastgate Pumping Station

Tim

The paper work I have says 4 x 4 x 9.5 LC

Thanks, Vern

From: Tim Owens [<mailto:timo@correctequipment.com>]

Sent: Friday, November 18, 2011 11:04 AM

To: Vern Ressler

Subject: Eastgate Pumping Station

Hi Vern,

Happy Friday to you! I need some additional information on the pumps at this project before I can move forward with a drop in replacement. I need to know if the pump is a 4x4x9.5 SC or a 4x4x9.5 LC as they are very different configurations. Let me know as soon as you can so I can move forward.

Best Regards,

Tim Owens
Correct Equipment
2403 SE Monroe Street, Unit E
Milwaukie, OR 97222
Office:(503)582-0555
Cell:(503)616-8279
Fax:(971)223-2975
timo@correctequipment.com




ITT

August 9, 2011

 CITY OF TILLAMOOK
 210 LAUREL AVENUE
 TILLAMOOK OR 97141

COPY

**ITT Water & Wastewater U.S.A.
 Flygt Products**

 2630 North Marine Dr
 Portland, Oregon 97217
 Tel (503) 240-1980
 Fax (503) 240-3445

Quote # 2011-POR-0194

Re: Tillamook, City of - Eastgate PS retrofit

ITT Water & Wastewater U.S.A. is pleased to provide a quote for the following Flygt equipment.

#

NT 3102

Qty	Description
2	Flygt Model NT-3102.090 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 3.7 HP 1750 RPM motor, 465 impeller, 1 x 50 Ft. length of SUBCAB 12AWG/7 submersible cable, FLS leakage detector, Explosion proof
1	PANEL,WAM 5/230/3 VFD 316+ 4X LS-100 APP721 w/generator receptacle
1	SENSOR,LEVEL LS-100 0-5M 49"NI
2	SENSOR,ENM-10 0.95-1.1 65'
1	START UP CHARGE FLYGT NO TAX

Total Project Price \$ 31,331.73

Freight Charge \$ 807.00

Total Project Price \$ 32,138.73

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Dave Bobbett

Sales Representative

Phone: 503/290-2175

Cell: 503/789-7330

dave.bobbett@itt.com

#

 EAST GATE
 BID




PumpTech Inc.
321 S. Sequoia Parkway
Canby, OR 97013
Phone: 503-659-6230
Fax: 503-659-8718
dcarlile@pumptechnw.com

COPY Sales Quotation

TO:
VERN
Tillamook, City of
City Hall
2010 Laurel Ave
Tillamook, OR 97141
Phone: 503-812-6455

Salesperson: Don Carlile / Butch Kline
Lead Time: 10-12 WEEKS
FOB: FOB ORIGIN - FFA
Ship Via: DUTERROW

Quote #: 0094977
Date: 10/20/2011
Expires: 11/19/2011

Project Name: REPLACE OLD AC PUMPS

Item		Price	Qty	Extend
MODEL 183	HYDRONIX MODEL 183 SELF PRIMING PUMP STATION WITH SELF PRIMING 4" VAUGHAN CHOPPER PUMPS, 4" PIPING AND VALVES, INSULATED STATION, WITH LIGHTS, EXHAUST FAN AND HEATER, BASIC CONTROL PANEL WITH 4 FLOATS, DELIVERY OF PUMP STATION TO JOB SITE, (INSTALL BY OTHERS), 1 DAY START-UP	68,500.00	1.00	68,500.00
Bid Cost Placeholder		0.00	1.00	0.00

EAST GATE
P.S.
REPAIR

The above order is subject to Pumptechnw Inc. standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.
By signature below, I accept this offering:

Signed: _____
Name: _____ Title: _____

SubTotal 68,500.00
Freight: 0.00
Sales Tax: 0.00
Total: 68,500.00

ORDINANCE NUMBER _____

**CITY OF TILLAMOOK AND TILLAMOOK COUNTY
URBAN GROWTH MANAGEMENT AGREEMENT
REPEALING ORDINANCE NO. 1179 AND NO. 1043**

WHEREAS, the City of Tillamook City, Oregon, hereinafter referred to as **the City**, and Tillamook County, Oregon, hereinafter referred to as **the County**, are authorized under the provisions of Oregon Revised Statutes Chapter 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform; and

WHEREAS, Oregon Revised Statutes 195.025, 197.175, & 197.250, and Oregon Administrative Rules 660-03-010 & 660-018-0021 require counties and cities to prepare and adopt comprehensive plans consistent with statewide planning goals, and to enact ordinances or regulations to implement the comprehensive plans; including joint management agreements, and

WHEREAS, Statewide Planning Goal Number 14 requires that establishment and change of urban growth boundaries shall be a cooperative process between the city and county that surrounds it; and

WHEREAS, the City and County recognize the need for coordination and cooperation in the management of growth in and around the Tillamook Urban Area; and

WHEREAS, this agreement establishes a process for maintaining current and ongoing planning efforts, essential to assure the citizens of the City and County that growth occurs in an orderly and efficient manner; and

WHEREAS, this requires powers and procedures to be put in place by which a plan for the management of the unincorporated area but within the Urban Growth Boundary can be implemented and by which urban growth can be modified; now, therefore,

BE IT AGREED, that the City and the County do hereby enter into this agreement, which shall provide the basis for future intergovernmental planning and regulatory action, and which may be modified as new governmental and procedural modifications warrant.

Section 1: Definitions

Terms contained herein and not defined within this agreement shall be construed as defined within the Statewide Planning Goals, the City Comprehensive Plan and the City Zoning Ordinance.

Party: The applicant, or any person who appears orally or in writing at a public hearing conducted pursuant to the provisions of this agreement, or the City, or the County.

Urban Area: Those lands, which lie within the designated Urban Growth Boundary, either within or outside the City.

Urban Growth Area: That portion of the Urban Area, which is outside of the incorporated limits of the City, but inside the Urban Growth Boundary.

Urban Growth Boundary: The line drawn around the Urban Area which separates rural from urbanizable land,

as identified within the Comprehensive Plan for the City.

Urbanizable Land: Urbanizable lands are those lands within the Urban Growth Boundary which are identified and (1) determined to be necessary and suitable for future urban development; and (2) can be served by public facilities and services.

Section 2: Intent of Agreement

1. The City and the County do hereby agree to establish a procedure for the implementation of the Urban Growth Management Agreement through use of land use regulation procedures within the Urban Growth Area. The Comprehensive Plan for the City, hereby referred to as the Plan, shall serve as the plan for Urban Growth Area. City Zoning regulations and Zoning Districts shall apply to all of the area within the City Urban Growth Area and Urban Growth Boundary. All public and private sector land use actions within the Urban Area shall be reviewed for consistency with the City Comprehensive Plan, City zoning, and the provisions of this agreement, as applicable.
2. The provisions of this agreement, as amended, shall establish the procedure for review and action on comprehensive plan amendments, implementing ordinances, land use actions, public improvement projects and other related matters.
3. The adopted Urban Growth Boundary shall define the geographical limits of urbanization.
4. The City and the County shall encourage urbanization to occur in an efficient manner, resulting in a compact and orderly development of the urban area meeting the long-term social, economic, open space, and environmental health needs of the residents of the City. Urbanization within the Urban Growth Area shall be managed and regulated in accordance with the provisions of Section 4.
5. The very nature of planning requires continual refinement of various elements of the planning process. This includes the preparation of implementing ordinances, and the refinement of this Urban Growth Management Agreement. As the plan is implemented, the City and County will work together in a coordinated effort to achieve the goals of these documents.

Section 3: Terms of this Agreement

This agreement becomes effective as of January 1, 2012. This agreement shall be reviewed and may be amended at the time established for review of the Plan, or at any other time by mutual consent of both parties, after public hearing by the City and the County.

Any modification in this agreement shall be consistent with the City Comprehensive Plan and Section 11 of this agreement.

Section 4: Land Use Regulatory Procedures

The City and County recognize that those unincorporated lands, which are within the Urban Growth Area, could ultimately become part of the City and, until such event occurs, will impact directly upon the existence and the operation of the City. It is the intent of the City and County, therefore, to administer a mutually beneficial policy relating to land use regulation within said unincorporated lands until such time as these lands become urbanized and/or annexed.

The County hereby recognizes the Planning Commission for the City as the official planning commission for purposes of administering the land use provisions of this agreement within the Urban Area.

Also in line with the policy, the City shall serve as the lead agency for all development requests within the Urban Area, and the following procedure shall be adopted:

1. All land use applications for development shall be submitted to the City Planning Department and shall be on a form or forms provided by that Department. The application and all additional required information shall be accompanied by the appropriate City filing fee.

2. Building Permit fees shall be shared between the City and County in such a manner as provided for under separate administrative agreement, incorporated herein by this reference. Such policy may be amended from time to time upon mutual consent of the City and County.

All such applications shall be subsequently reviewed as provided for in the City's Zoning Ordinance and Subdivision Ordinance.

3. For any land action, described in Subsection (5) below, within the Urban Growth Area that requires adoption by a governing body, the recommendation of the City Planning Commission shall be forwarded to the appropriate governing body for final approval. Within fifteen (15) working days from the date of receipt at the recommendation, the appropriate governing body shall schedule a hearing to review the findings and recommendation of the City Planning Commission.

The appropriate governing body shall conduct a public hearing on the record of the City Planning Commission hearing. The scope of that hearing shall be limited to the record made before the City Planning Commission. If the governing body determines that new testimony shall be taken, it shall refer the matter back to the City Planning Commission. The City Planning Commission shall conduct a public hearing on any additional testimony or evidence, which may be submitted. The City Planning Commission shall report its recommendations back to the appropriate governing body. The decision rendered by that body shall sustain or reverse the recommendation of the City Planning Commission and shall be in writing. The decision shall be announced at that time or within thirty-five days thereof; provided however, the matter may be continued to a future hearing and the decision announced at the close of such hearing. The final decision shall be mailed to the applicant and the other governing body within five days from the date of decision.

4. A decision by the City for any land use action within the Urban Growth Area that does not require final approval by the County may be appealed to the City Council by filing written notice in accordance with the procedures contained within the City Zoning Ordinance.

5. Final approval for any land use action within the Urban Growth Area shall be as follows:

Action

Plan Amendment
Zone Change
Subdivision/Planned Unit Development
Partition *
Conditional Use Permit *
Site Plan Review *
Variance *
Building Permits and Associated Local Permits

Final Approval

Board of Commissioners
City Council
City Planning Commission
City Staff/Planning Commission
City Staff/Planning Commission
City Staff/Planning Commission
City Staff/Planning Commission
City Planning Staff

* Please refer to Zoning Ordinance #979, Section 10, for exceptions to this action

Section 5: Annexations

1. The City may initiate the land annexation process upon action by the legislative body of the City, on its own motion, or after having received a request for annexation, in the form of a petition to the legislative body of the City by owners of real property in the territory to be annexed, when affirmative findings are made in relation the following:

- A. The land is contiguous with the city limits and within the Urban Growth Boundary.
- B. The development of the property is suitable for the extension of utilities and roads to the surrounding area.
- C. The City is capable of providing and maintaining its full range of urban services to the property without negatively impacting the City's ability to adequately serve all areas within the existing City limits.
- D. The proposal is in compliance with the Comprehensive plan of the City.
- E. Sanitary sewer shall be extended to all annexation areas, and sewer plant capacity and sources of funding shall be available at the time of annexation.

2. Requests for annexation to the City for areas outside the Urban Growth Boundary shall be considered as a request for an amendment to the Urban Growth Boundary and shall be subject to the approval of the City and County as an amendment pursuant to Section 13 herein.

3. Requests for annexation shall be handled in conformance with the provisions of Oregon Revised Statutes Chapter 222.

Section 6: Urban Services

The City and the Fairview Water District are hereby recognized as the providers of urban water and sewer services within the Urban Area. The City is recognized as the provider of urban sewer services within the Urban Area. To this end the following shall prevail:

1. Extension of water and/or sewer services shall be required when they are consistent with the policies and proposals of the comprehensive plan and with any adopted functional plans for water and/or sewer, which are consistent with the City Comprehensive Plan.

2. Sewer main extensions shall be accomplished in a logical manner, taking into consideration the following factors:

- A. serving properties nearest to the City Limits first, after applying geographic limitation and the availability of other public facilities.
- B. financing of the facilities through an equitable manner those benefited properties.

3. All City services shall be provided and maintained to City Standards and under the supervision of the City, unless some other arrangement acceptable to the City has been made for the maintenance and supervision of services.

4. Sewer service may be extended to lands outside of the Urban Growth Boundary only as provided for in OAR 660-011-0060. The City and County recognize the acknowledged Goal 11 and 14 exceptions adopted by Tillamook County by ordinance OA-02-12B as authorizing the extension of sewer service to the lands subject to these exceptions, in accordance with OAR 660-011-0060 (9). Intervening non-urban properties not located in such areas may not utilize such sewer line extensions

5. The City and the County shall coordinate the maintenance of utility extension plans. These plans shall provide a basis for the extension of services within the Urban Area as mandated by Oregon Revised Statute 195.065.

6. Approval of on-site sewage disposal permits shall be in conformance with the State Department of Environmental Quality On-Site Sewage Disposal Rules, Chapter 340, Divisions 71 and 73. Permits to construct septic systems shall be issued by the County.

Section 7: Special Districts

Before the County shall create any special districts for the provision of urban services, the County shall first determine the ability of a preferred provider to provide such services. Said provider shall submit to the County an analysis of its abilities to provide the service desired. The County shall review such an analysis and shall incorporate its findings into the decision as to whether or not to create a new district. No district shall be formed unless it is found by the County that the service desired cannot be feasibly provided by any preferred provider.

Section 8: Public Works Construction Standards

1. Public-works construction standards, as adopted by the City, shall be applied within the Urban Growth Area by the County, excepting the existing subdivision known as Colonial Estates, Phases I and II, in which City Public Works Construction Standards shall be applied by the City. These standards shall include, but not be limited to, streets, curbs and sidewalks, water, sewer and storm drainage.

2. No septic system shall be permitted within the Urban Growth Area except as provided for in this section. Septic systems may be permitted for single-family and multi-family residential developments, and commercial development when these developments meet the requirements of the Oregon Department of Environmental Quality On-Site Sewage Disposal Rules, Chapter 340, Divisions 71 and 73. As a sanitary sewer system is extended to an area, in accordance with Section 6 of this Agreement, all development structures discharging sewage wastes to a septic system shall be required to connect to the sanitary sewer system upon failure of the septic system and/or determination by County Sanitarian. Such sanitary sewer services shall be extended only to those areas, which are annexed, except when the Administrative Staff determines it to be in the City's best interest to allow service connections outside of the City's limits. When this is the case, a consent to annex form must be presented to the City as a hookup requirement.

Section 9: Phasing of Development

In order to ensure that development in the Urban Area is timely, orderly and efficient, the City and County shall recognize the following priority lists in their review of development proposals. In all three cases, consideration shall be given to the factors listed in the City Comprehensive Plan.

1. Land currently within the City limits. This land has the highest priority ranking because it is efficiently serviced, and its owners are paying property taxes within the City for the maintenance of City services.

2. Platted land within the Urban Growth Area.
3. Unplatted land within the Urban Growth Area.

In all cases, the City, County and all developers shall assure that development will not over-burden the capacity of public facilities or the carrying capacity of the environment.

Section 10: Special Provisions for Specific Areas and Problems

1. For agricultural and farming practices surrounding and within the Urban Growth Boundary, including the City, the following policies shall be recognized:

A. It shall be the policy of the City and the County to protect agricultural operations from potential conflicts arising from Highway Commercial activities. Accepted agricultural practices, adjacent to or within the City may create noise, dust, odors, or other such inconveniences for the owners or users of the commercial properties. This includes but is not limited to, the spreading of liquid manure on fields in the area when frequent strong winds are likely to carry the resultant odor into areas designated for non-farm development. However, the City does not consider it the agricultural operator's responsibility to modify accepted practices to accommodate Highway Commercial areas. The owners of the Highway Commercial property shall not allow activities on their properties which create management difficulties, fire hazards or increased costs for adjacent agricultural operations, and shall not hold agricultural operators or the City, or the County, responsible for noise, dust, odors or other such inconveniences resulting from those agricultural practices that are not more offensive than what is customarily required to maintain profitable farm operation.

B. The County shall not allow the placement of new agricultural structures closer than 30 feet from a property line, which is also the City limits. This provision shall not apply to the replacement of an existing structure with a new structure.

2. Recognizing the quantity of industrial lands proximate to but outside of the UGB designated by Tillamook County for urban industrial use through Goal 11 and 14 exceptions, the County and the City agree on the need to evaluate industrial land needs on a regional basis. To accomplish this, the City and County agree to prepare a single, coordinated Economic Opportunities Analysis for the central Tillamook County region in accordance with the OAR 660-009-0030. The EOA and any land use regulation amendments necessary for its implementation shall be adopted by both the City and the County.

3. In addition to the requirements of the City Zoning Ordinance, the following requirements and procedures shall apply to McCormick Loop and Schild Roads.

A. It shall be the policy of the County and City jointly to work with the developer or developers for the necessary improvement of McCormick Loop Road and Schild Road from Highway 6 south to the UGB, at such time as the properties west of McCormick Loop and Schild Roads are actually developed and the expected increased traffic use or actual increased traffic use is such that said roads should be improved. The design of such improvement shall be based on the expected increased traffic as a result of the development or developments. Responsibility for the costs of the improvements shall be determined at the time the improvement is made.

Section 11: Amendments to the Urban Growth Boundary

1. Purpose

The purpose of revision to the Urban Growth Boundary is to accommodate public necessity, convenience and general welfare and to provide for flexibility within the planning process in response to individual land use changes as a result of changed public needs, and the rate of development in order to carry out the statewide planning goals.

2. Review Process - Individual Request - (Quasi-judicial)

The revision process for the Urban Growth Boundary is a review procedure, which shall result in a decision by the City Planning Commission, the City Council, and the Board of County Commissioners on a proposed Urban Growth Boundary revision submitted by the individual property owner.

A. An application for a revision of the Urban Growth Boundary may be initiated by the owner or group of owners of the subject property or their authorized representative.

1. All applications shall be submitted to the City Planning Department and shall be made on a form provided by the Department.

2. The application form and all additional required information shall be accompanied by a filing fee. Such fee shall be an amount agreed upon from time to time by the City and County and adopted by resolution by each governing body. This fee shall be to defray the costs of the review procedures.

B. Within five (5) working days of receipt of a complete application, the City Planning Department shall forward to the County Community Development Department and the State Department of Land Conservation a complete copy of the application, appropriate forms and shall schedule a hearing before the City Planning Commission.

The hearing shall be held no sooner than forty-five (45) days and no later than ninety (90) days after the receipt of the application.

C. Both the City and the County shall prepare a staff report on the proposed Urban Growth Boundary revision. The County shall submit the report no later than thirty (30) days after the receipt of the application.

D. The City Planning Commission shall conduct a public hearing on the request at the time and place designated on the notice of public hearing. After consideration of all pertinent information and testimony, they shall announce a recommendation at that time. The recommendation shall be to approve, conditionally approve, or disapprove the request. Said recommendation shall incorporate findings in support of such recommendation and shall be in writing. A copy thereof shall be mailed to the applicant, the City Council and the Board of Commissioners within fifteen (15) days of the formal recommendation.

E. Within fifteen (15) working days of receipt of the Planning Commission recommendation, the City Council and the Board of Commissioners shall each at their respective public hearing, review the findings and recommendation of the Planning Commission. Each governing body shall either approve or deny the

application for a revision of the Urban Growth Boundary within thirty (30) days after the hearing is conducted.

(1) Denial - If either one of the governing bodies votes to deny the request, the application is denied.

(2) Approval - To approve an application for a revision of the Urban Growth Boundary, both bodies are required to vote to approve the application.

(3) If a revision is approved, the City Planning Department shall revise the Urban Growth Boundary on their comprehensive plan map and issue a copy of the revised map and associated documents to the County and other appropriate agencies.

F. Any Quasi-judicial decision made by either the City Council or by the County Board of Commissioners may be appealed to the State Land Use Board of Appeals, as provided by Oregon Revised Statutes.

G. An appeal will be filed with the jurisdiction which decision is in opposition to the appellant.

3. Review Process - City or County Request - (Legislative)

The revision process for the Urban Growth Boundary is a review procedure, which shall result in a negotiated legislative policy decision by the City Council and the Board of County Commissioners to determine whether the Urban Growth Boundary should be revised.

A. Initiation by the City Council or the Board of County Commissioners - The City Council or the Board of County Commissioners may initiate proceedings for a legislative revision of the Urban Growth Boundary.

(1) The governing body that initiates the procedure for revision shall first declare by resolution at a public meeting the specific and compelling reasons to hold legislative hearings for a revision of the Urban Growth Boundary (2) Within five (5) working days a copy of that resolution shall be sent to the other governing body, the City Planning Department, County Department of Community Development, and other appropriate agencies and groups in accordance with goals one (1) and two (2) of the statewide Goals and Guidelines.

(3) Upon receipt of the resolution a public hearing, will be scheduled within forty (40) working days with both the Board of County Commissioners and the City Council, for a joint session. The 40 working day schedule will allow either jurisdiction the option of sending the request to their respective planning commissions for their consideration and recommendation.

(4) Staff reports, any relevant testimony, and general discussion will be heard at the joint sessions.

(5) At the close of testimony, the City and County shall discuss the application in preparation to vote. At the end of discussion, the body that submitted the request shall vote on the matter. Following the completion of this vote, the second body shall vote on the matter.

(6) This vote will either approve or deny the request for the revision of the Urban Growth Boundary.

(a) Denial -If either one of the governing bodies votes to deny the request, the application is denied.

(b) Approval -To approve an application for a revision of the Urban Growth Boundary both bodies are required to vote to approve the application.

(c) If the request for a revision is approved, the City Planning Department shall revise the Urban Growth Boundary on the comprehensive plan map and issue a copy of the revised map to the County and other jurisdictions and other appropriate agencies.

(7) Each jurisdiction will be subject to their appropriate rules of procedure for public hearings.

4. Review Criteria

Each application for a revision to the Urban Growth Boundary either Quasi-judicial or legislative, shall include sufficient information to make a decision based on the following factors:

A. Compliance with Oregon Statewide Planning Goals;

B. Compatibility with City Comprehensive Plan

Section 12: Acknowledgement and Approval

Approvals

Approved by the Tillamook County Board of County Commissioners on this _____ day of _____
2011, by Ordinance No. _____.

Mark Labhart, County Commissioner

Charles Hurliman, County Commissioner

Tim Josi, County Commissioner

Approved by the City Council for the City of Tillamook City on this _____ day of _____ 2011,
by Ordinance No. _____.

Mayor

ATTEST:

City Recorder

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TERRITORY INTO THE CITY OF
TILLAMOOK UNDER OREGON REVISED STATUTES (ORS), AND
CONSISTENT WITH THE TILLAMOOK URBAN GROWTH MANAGEMENT
AGREEMENT (UGMA), COMPREHENSIVE PLAN, OREGON
ADMINISTRATIVE RULES (OAR) AND STATEWIDE PLANNING GOALS
AND DECLARING AN EMERGENCY**

The City of Tillamook ordains as follows:

WHEREAS, the City of Tillamook (City) has received written consents for annexation signed by a majority of the owners of a majority of the properties with a majority of the assessed value of the territory proposed for annexation, consistent with ORS 222.111 (1) (2); and

WHEREAS, the City elected to dispense with submitting the question of the proposed annexation to the electors of the City and set a Public Hearing on the matter on September 19, 2011; and

WHEREAS, the City provided notice for a public hearing before the City Council in a newspaper of general circulation in the City consistent with ORS 222.120(3), ORS 222.170(1), and ORS 222.180; and

WHEREAS, the proposed annexation territory consists of tax lots totaling 21.51 acres adjacent to City boundaries; and

WHEREAS, the City Council held a full hearing on the annexation of the territory at a regularly scheduled City Council meeting on September 19, 2011; and

WHEREAS, the City has made mutual findings that the factors in Section 11, as well as the goals, objectives and policies on Urban Growth Management and Urbanization and Energy, of the Comprehensive Plan were considered; and

WHEREAS, the City accepted the petition to annex when affirmative findings consistent with Sections 5 and 6 of the UGMA were made; and

WHEREAS, following the hearing and in after considering the evidence and testimony in the record as a whole, the City Council approved the annexation.

NOW, THEREFORE, the City of Tillamook ordains as follows:

Section 1. The City Council acknowledges and hereby incorporates the staff report to the City Council dated September 15, 2011.

Section 2. Exhibit A, the signed Consent to Annexation form, documents that the majority of landowners in the contiguous territory consented in writing prior to the hearing in accordance with ORS 222.170.

Section 3. The City Council declares that the territory legally described in Exhibit B and shown on the Exhibit C map is annexed to the City of Tillamook.

Section 4. The City Recorder is directed to:

1. File a copy of this Ordinance and the statements of consent to this annexation consistent with ORS 222.180 with the Secretary of State and the Department of Revenue.
2. File a copy of this Ordinance to Tillamook County

Section 5. The general welfare of the public will be promoted if this ordinance takes effect immediately. Therefore, an emergency is declared and this ordinance shall take effect immediately upon its passage by the City Council and its approval by the Mayor.

Passed 1st reading by the Tillamook City Council on this _____ day of _____, 2011.

Passed 2nd reading by the Tillamook City Council on this _____ day of _____, 2011.

Adopted by the Common Council this _____ day of _____, 2011.

Approved by the Mayor this _____ day of _____, 2011.

Mayor

ATTEST:

City Recorder

PETITION**CONSENT TO ANNEXATION OF TERRITORY**

I (we), the undersigned, being the owner(s) of the real property hereinafter described, do consent to have said real property annexed to the City of Tillamook, Oregon, and request of the City Council of Tillamook, Oregon, that the appropriate proceedings be initiated to effect the annexation of said real property to Tillamook City, Oregon. If I am a resident of the territory proposed to be annexed, I also consent to the annexation as an elector or voter residing in the territory.

We recognize the need of sewer service within this area and support the construction of such a system. We will not remonstrate against such a project providing the cost is reasonable for the service and supported by a majority of the effected property owners. This consent to annex is valid indefinitely, unless earlier revoked in writing.

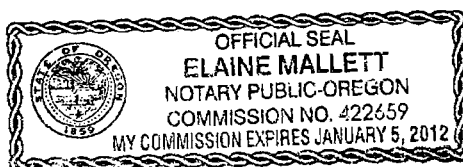
This agreement is signed realizing sewerage and annexing of this area does not contain a date certain of construction nor annexation.

The legal description of said real property, situated in Tillamook County, State of Oregon, is as follows: MAP 13 929, TAX LOTS 201 & 205

NameSignatureMailing AddressDAVID D. NEALKathy D. Neal10035 FAIRVIEW RD
TILLAMOOK, OR 97141DENNY PASKEW[Signature]1455 FAIRVIEW RD
TILLAMOOK, OR 97141

State of Oregon
County of Tillamook

Subscribed and sworn before me this 15th day of July, 2011



[Signature]
Notary Public for Oregon

My Commission Expires: 1-5-2012

BAYSIDE SURVEYING

**11765 HWY 101 South
Tillamook, Oregon 97141**

**Terry L. Jones
503-842-5551
Fax 503-842-5552**

November 23, 2011

LEGAL DESCRIPTION
FOR THE CITY OF TILLAMOOK
BIMART ANNEXATION

Properties located in Sections 28 and 29, Township 1 South, Range 9 West, Willamette Meridian, Tillamook County, Oregon, Being all of the Pastega property described in Book 312, Page 427, the Neal property as described in instrument number 2006-10157 and the Schimming property as described in Book 163, Page 347 and Book 216, Page 992, Tillamook County deed records, more particularly described as follows:

Beginning at the Southeast corner of Parcel 1 of Partition Plat 2001-14, Tillamook County plat records, same being the Southwest corner of said Schimming property;

Thence along the East line of said Parcel 1, same being along the West line of said Schimming property, North 0° 07' 00" East 297.55 feet to the Northeast corner of said Parcel 1;

Thence North 84° 53' 06" West 312.00 feet to the Northwest corner of said Parcel 1;

Thence North 2° 52' 00" East 35.00 feet to the Northeast corner of Parcel 1 of Partition Plat 1998-63;

Thence North 86° 54' 28" West 493.10 feet to the Northwest corner of Parcel 1 of Partition Plat 1990-10;

Thence North 3° 05' 32" East 411.75 feet to the Northwest corner of Parcel 2 of Partition Plat 2001-14, being on the South right-of-way line of the Wilson River Highway;

Thence along the South right-of-way line of the Wilson River Highway, North 78° 34' 07" East 1741.55 feet to the Northeast corner of Parcel 2 of Partition Plat 2001-14, being on the West right-of-way line of Schild Road;

Thence along the West right-of-way line of Schild Road, South $1^{\circ} 07' 00''$ West 887.75 feet to the Southeast corner of said Pastega property;

Thence along the South line of said Pastega property the following 3 courses:

North $89^{\circ} 41''$ West 271.50 feet,

South $1^{\circ} 07'$ West 39.87 feet,

North $89^{\circ} 46''$ West 51.01 feet to the Southeast corner of Parcel 2 of Partition Plat 2001-14;

Thence along the South line of Parcel 2 of Partition Plat 2001-14 the following 2 courses:

North $89^{\circ} 41''$ West 188.47 feet,

South $84^{\circ} 28''$ West 236.86 feet, more or less, to the East line of said Schimming property;

Thence along the East line of said Schimming property, South $1^{\circ} 07'$ West 178.85 feet, more or less, to the North right-of-way line of Third Street;

Thence along the North right-of-way line of Third Street, South $84^{\circ} 28''$ West 164.00 feet to the Point of Beginning.

City of Tillamook

Beautification, Property Improvement Nomination Form

The Mayor and each City Council Member may nominate one Residential or Commercial property each month for consideration for beautification, property improvement property of 1 month. Councilor(s) nominate properties from the ward they represent. If selected as the winner, by the Beautification Selection Committee, the property will receive (1) One month of water and sewer service from the City (not to exceed \$100.00). The Beautification Selection Committee shall be person(s) appointed by the Beautification Committee.

Completed Nomination Forms need to be submitted to the City Manager at the first City Council meeting of each month. The completed forms will then be forwarded to the Selection Committee for review and selection of winner for the month. The Committee Chair at the second Council meeting of that month will announce the winner. Those properties not being selected, as a property shall be reconsidered for each of the next two months, in addition to any new properties submitted, no matter which ward. After the two additional months, the property nomination shall be pulled from the process until a new form is completed and submitted.

Property Address 602 CEDAR

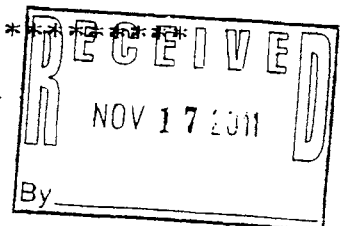
Property Owner/Resident(s) JANE WISE

Mayor/Councilor Submitting JOE Date 11-16-11

Reason for Submission (Include description of work done, history, repair and other information helpful to the Committee)

WELL MAINTAINED YARD AND HOUSE

Reviewed (1) 11/30/11 (2) _____ (3) _____
ee




Monthly Report to Mayor and Council
Police Department
November 2011

- Aaron Miller started at the Academy 8/22/11. He is doing fine according to his supervisor at the Academy. Graduation is December 16th then he starts Field Training. Officers attended several trainings, to include photography and evidence taught by OSP as well as legal update and working with Seniors and disabled.
- The closing date for applications for retiring Officer McFarland's position was 11/18/11. We received 10 certified or certifiable applications and almost 50 non certified applications. Working with the City Manager we have identified a candidate who is working in Oregon at this time as a Police Officer and is going to be laid off. We have started the background process prior to other testing. This person, if hired, would only have to participate in the 16 week FTEP FTO Program. I will keep you updated.
- The state has changed, through legislation, fines and collections from citations for all violations, to include municipal ordinances and parking fines. We are still flushing out the details and should have more information soon but our revenues will probably be affected in regards to the first \$60.00 for parking tickets and ordinance violations, as well as traffic tickets. We should have more defined information as we get closer to January 1, 2012. This could impact our FY 2011/2012 budget. I will keep you updated.
- There has been some case law change to trespass as it relates to apartment complexes. We have worked with our District Attorney and have sent out letters of information and suggestion to all the apartment complexes in the City limits, that we work with on a routine basis on trespass issues.
- January 4th, 2012 is tentatively set as the training and scenario drill date for all City employees in regards to our Incident response Plan. The Mayor and Council are all invited to participate. I will provide more information and exact time as we get closer.
- Cadets have been busy helping with installation of lights for the government core. Cadets helped at Fred Meyer for the black Friday sale by collecting shopping carts. All went well. Cadets will be helping with the lighting ceremony. The Shop with a Cop is set for December 17th at Fred Meyer.
- We had no major issues with the recent weather just prior to Thanksgiving.

City of Tillamook
210 Laurel Ave.
Tillamook, OR 97141



Memo

To: Paul Wyntergreen, City Manager
From: Arley Sullivan, Public Works Director 
Date: 28 November 2011
Re: Director's Report for November 2011

Water Division:

The crew has been working at the water treatment plant to do repairs on the aging plant. They have been working on the log boom at Skookum Lake in preparation for winter debris flows on the lake that could potentially impact the overflow channel from the lake.

Street Division:

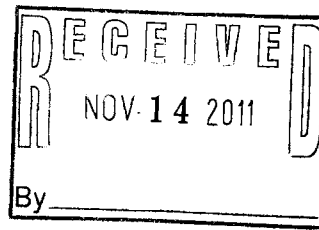
The crew has done an excellent job of winter storm debris and high water issue correction and clean-up. They also completed the annual sifting of the street sweeping material and hauled the trash from that process to the dump. The flower baskets have been taken down. The Christmas decorations are being put up for the season.

Sewer Division:

The WWTP personnel have done a very commendable job of operating the plant and lift stations during the storms that have moved through the area. One of the highest flows through the plant was around 5.3 million gallons in a 24 hour period. The plant handled the flows well.

General:

The County and City are in the review process of RFP's for a construction engineer for the 3rd Street Improvement Project. Because of the grant funding for the project ODOT requires we go through their qualified engineer's list to request proposals for the construction engineer even though we have an engineer of record for the City.



ENVIRONMENTAL ASSESSMENT
Oregon Department of Transportation
Bill Johnston, Project Manager
350 W. Marine Drive
Astoria, Oregon 97103-6206

November 10, 2011

Project stakeholders and interested individuals:

ODOT is still hard at work preparing the environmental documents for the US 101/OR 6 project that would improve mobility and safety and the intersections of US 101 and OR 6 in downtown Tillamook.

The project team plans to publish the project's Environmental Assessment and ask for your help in determining how to move forward in early 2012. In the meantime, you're invited to attend a briefing on the project's progress.

Join us for a project briefing!

- **Wednesday, December 7**
- 5:00 - 7:00 p.m.
- Oregon Department of Forestry – 5005 3rd Street, Tillamook

Highlights of the briefing will include:

- A review of the current project design
- An update on the project's schedule and decision making process
- A chance to ask questions of project staff

If you have any questions please visit the project website at www.TillamookTraffic.org. Or you can contact the project manager, Bill Johnston, at 503-325-7222.

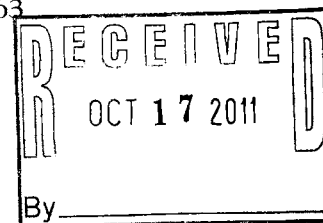
Thank you for your interest!

Bill Johnston

Bill Johnston
Project Manager



P.O. Box 928 • Salem, Oregon 97308
(503) 588-6550 • (800) 452-0338 • Fax: (503) 399-4863
www.orcities.org



Monday, October 17, 2011

Regional Solutions / LOC Co-Sponsored Meetings

The Governor's Regional Solutions Team is co-sponsoring joint meetings with the League during November and December; lunch is provided. These meetings offer local government officials the opportunity to learn about how to engage with the Regional Solutions teams in your area as a resource for your city. The LOC member services director and legislative director will be in attendance, ready to answer questions regarding LOC programs and services.

Agenda items include:

- Introductions
- Updates from LOC Member Services
- Updates from LOC Intergovernmental Relations
- Introduction of Regional Solutions Concepts, Process, etc.
- Introduction of Regional Solutions Team Members
- Report on Current Projects
- Discussion/Question & Answer
- Reception for Networking (during final half hour)

For more information on or to register for the meeting in your area, please go to www.orcities.org or contact Mandy Allen at 503-588-6550 or mallen@orcities.org. Registering for this meeting helps us ensure adequate food and materials availability.

Please note that the exact meeting locations are yet to be determined. Once finalized, we will distribute location info via email.

Location	Counties	Dates	Times
La Grande	Baker, Grant, Gilliam, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler	11/02/11	11:00 a.m. – 2:00 p.m.
Portland	Clackamas, Multnomah, Washington	12/01/11	11:00 a.m. – 2:00 p.m.
Tillamook	Clatsop, Columbia, Lincoln, Marion, Polk, Tillamook, Yamhill	12/06/11	11:00 a.m. – 2:00 p.m.
Bend	Crook, Deschutes, Hood River, Jefferson, Klamath, Lake, Sherman, Wasco	12/14/11	12:00 p.m. – 3:00 p.m.
Medford	Coos, Curry, Douglas, Jackson, Josephine	12/15/11	11:00 a.m. – 2:00 p.m.
Eugene	Benton, Lane, Linn	12/16/11	11:00 a.m. – 2:00 p.m.

Sincerely,

Member Services Director
League of Oregon Cities

2011 HOMELAND SECURITY GRANT PROGRAM

DESIGNATION OF OREGON EMERGENCY MANAGEMENT AS THE AGENT OF THE LOCAL SHARE OF GRANT FUNDS FOR LOCAL JURISDICTIONS

As described in the program application, Oregon Emergency Management (OEM) shall retain the local unit of government's allocation of grant funds for planning needs and coordinate the planning effort in collaboration with the local unit of government.

I, as the duly authorized official of the City of Tillamook, OR have read and understand the grant program guidelines from OEM and hereby authorize OEM to maintain the funding awarded (\$16,000.00) to the City of Tillamook to facilitate the proposed project. OEM shall utilize the approved allocation of grant funds for the purpose of continuing direct support of this local homeland security planning project.

Program Title: Emergency Operation Planning

Description: OEM shall facilitate a contract with a qualified consultant(s)/contractor(s), selected by a committee of OEM staff and representatives from each public safety agency, to develop Emergency Operations Plans for each public safety stakeholder.

Each Emergency Operations Planning project will bring together all levels of government, the private sector, and nongovernmental agencies within the jurisdiction to develop plans to be prepared to prevent, protect against, respond to, and recover from a wide spectrum of major events that exceed the capabilities of any single entity. Planning projects will follow guidance outlined in Homeland Security Presidential Directive 5: Management of Domestic Incidents (HSPD 5) and Homeland Security Presidential Directive 8: National Preparedness (HSPD 8), the National Incident Management System (NIMS), the National Response Plan (NRP), and the National Preparedness Goal.

Local Authorizing Official:

Name: Paul Wintargren

Title: City Manager

Signature:  Date: 11/29/11

State Administrative Agency (SAA) Official:

Name: David A. Stuckey

Title: Deputy Director, Oregon Emergency Management

Signature: _____ Date: _____

Return to: **Oregon Emergency Management**
Attn: Matt Marheine
P.O. Box 14370
Salem, Oregon 97309-5062
(503)-378-2911 Ext. 22239
matthew.t.marheine@state.or.us

Memo

City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141



To: Mayor Weber and City Council
From: Executive Assistant Debbi Reeves
Date: November 30, 2011
Re: Goodspeed Park Playground Equipment Update

I have been in touch with Park Olson, our rep with ArchiteCreation, Inc. Park represents Columbia Cascade Company who builds the Pipeline playground structures.

The playground structure for Goodspeed Park has been ordered and they anticipate 30 days from the date of the order to construction completion. The order was placed on November 16, 2011. Park recently advised me the structure will be delivered and installed the first week in January. I have spoken with Street Supervisor Jon Williams and he will contact Park and get the details of site prep.

Once the playground structure has been shipped and installed we will receive an invoice for payment due within 30 days. TURA has committed \$21,000.00 toward the equipment and today Bob Riggert contacted City Manager Paul Wyntergreen and offered to provide for the City's portion of the equipment which is approximately \$4,000.00.

I will keep you posted if I hear anything else and be sure to let me know if you have any questions.

Thank you.

A handwritten signature in cursive script, appearing to read "Debbi", which is the signature of Debbi Reeves.

Accounts Payable Computer Check Proof List

User: adm
Printed: 11/30/2011 - 3:39 PM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4949 11.30.11	Pacific Edge Tree Lighting coffee & chocolate Check Total:	100.00 100.00	11/30/2011	Check Sequence: 1 070-70-53380	ACH Enabled: No
Total for Check Run:		100.00			
Total Number of Checks:		1			

Accounts Payable Computer Check Proof List

User: adm

Printed: 12/01/2011 - 3:13 PM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4934 11-1396	A Affordable Carpet Cleaning S City Hall janitorial services, Nov 2011 Check Total:	420.00 420.00	12/05/2011	Check Sequence: 1 010-10-53240	ACH Enabled: No
Vendor:4589 158280	Ball Janik LLP General employment legal, Oct '11-PD Check Total:	1,292.35 1,292.35	12/05/2011	Check Sequence: 2 010-07-53060	ACH Enabled: No
Vendor:4789 11.30.11	Bay City Arts Center TRT annual disbursement, 2011-2012 Check Total:	1,250.00 1,250.00	12/05/2011	Check Sequence: 3 070-70-53580	ACH Enabled: No
Vendor:4607 2147	Bayside Surveying Legal description for Bimart annexation Check Total:	450.00 450.00	12/05/2011	Check Sequence: 4 010-03-53800	ACH Enabled: No
Vendor:4328 11.30.11	Blue Heron French Cheese Co. TRT Annual Disb., 2011-2012 (fireworks) Check Total:	3,000.00 3,000.00	12/05/2011	Check Sequence: 5 070-70-53580	ACH Enabled: No
Vendor:4478 Nov'11Stmt-1 Nov'11Stmt-2 Nov'11Stmt-3 Nov'11Stmt-4 Nov'11Stmt-5	CenturyLink Communications, In #313702676(503-842-4155) WWTP #313245010(503-842-7706) 12th St Lift St #314146376(503-842-3060) Filter Plant #313364492(503-842-2091) Swr Lift Statio #313436814(503-842-2578) Swr Lift St Check Total:	212.40 44.33 177.09 42.15 42.15 518.12	12/05/2011 12/05/2011 12/05/2011 12/05/2011 12/05/2011	Check Sequence: 6 022-22-53420 022-22-53420 021-01-53420 022-22-53420 022-22-53420	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4478 Nov '11 St.Long	CenturyLink Communications, In 320019512(842-4155)Long Dist-Nov '11Stmt Check Total:	4.24 4.24	12/05/2011	Check Sequence: 7 022-22-53420	ACH Enabled: No
Vendor:4222 A11-2478	CH2M Hill, Inc. WWTP sample testing-10/28/11 Check Total:	291.00 291.00	12/05/2011	Check Sequence: 8 022-22-53440	ACH Enabled: No
Vendor:0102 Nov '11 Stmt-1 Nov '11 Stmt-2 Nov '11 Stmt-3 Nov '11 Stmt-4	City Sanitary Service WWTP garbage, Acct 05048, Nov 2011 17 City Garbage cans, Acct 04498, Nov '11 Police Garbage, Acct 04248, Nov 2011 Carnahan Pk, Acct 03154, Nov 2011 Check Total:	167.35 268.60 45.60 92.70 574.25	12/05/2011 12/05/2011 12/05/2011 12/05/2011	Check Sequence: 9 022-22-53210 070-70-53370 010-07-53200 020-20-53250	ACH Enabled: No
Vendor:4921 Credit Inc11528	Credits, Inc. Amt due on Sharon Nelson 1193442#528 Check Total:	100.00 100.00	12/05/2011	Check Sequence: 10 010-04-53800	ACH Enabled: No
Vendor:4892 Nov 2011	Cheryl Davy Council stipend Nov 21, 2011 Check Total:	25.00 25.00	12/05/2011	Check Sequence: 11 010-01-53415	ACH Enabled: No
Vendor:0974 3368	Diamond Art Jewelers Plaque & engraving-McFarland Check Total:	65.00 65.00	12/05/2011	Check Sequence: 12 010-07-53270	ACH Enabled: No
Vendor:4514 85651	EC Electrical Construction Co. 2180 Larson Rd-Replace sewer alarm horn Check Total:	182.22 182.22	12/05/2011	Check Sequence: 13 022-22-53470	ACH Enabled: No
Vendor:1087 Supervisor Clas	Erica Bomar Motel,meals,travel-Bomar training Check Total:	872.63 872.63	12/05/2011	Check Sequence: 14 010-07-53380	ACH Enabled: No
Vendor:4454 0298681	Ferguson Enterprises, Inc. #30 4" PVC fittings-WWTP	100.15	12/05/2011	Check Sequence: 15 022-22-53230	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4347 S387665 S387666 S387667 S388454	Check Total: Fluid Connector Products, Inc. Control valves for water plant Control valves for water plant Control valves for water plant Pipe fittings for water plant Check Total:	100.15 169.94 304.04 108.72 119.36 702.06	 12/05/2011 12/05/2011 12/05/2011 12/05/2011	Check Sequence: 16 021-04-53200 021-04-53200 021-04-53200 021-04-53200	ACH Enabled: No
Vendor:4752 Nov 2011	Steve Forster Council stipend Nov 7, 2011 Check Total:	25.00 25.00	12/05/2011	Check Sequence: 17 010-01-53415	ACH Enabled: No
Vendor:1015 0012447-IN	Furrow Pump 3 pumps, 6 check valves-Water plant Check Total:	5,463.44 5,463.44	12/05/2011	Check Sequence: 18 021-06-55065	ACH Enabled: No
Vendor:1019 7491710	Hach Company WWTP lab testing supplies Check Total:	214.31 214.31	12/05/2011	Check Sequence: 19 022-22-53440	ACH Enabled: No
Vendor:6038 Nov 2011	Matthew Harris Council stipend Nov 7 & 21, 2011 Check Total:	50.00 50.00	12/05/2011	Check Sequence: 20 010-01-53415	ACH Enabled: No
Vendor:0198 1055416 1057441	Headlight Herald Bernie's ret. openhouse ad 11/16/11 Pub Ntc-OLCC chg ownership-Pacific House Check Total:	123.30 26.49 149.79	12/05/2011 12/05/2011	Check Sequence: 21 010-01-53410 010-03-53190	ACH Enabled: No
Vendor:4378 Nov 2011	Doug Henson Council stipend Nov 7 & 21, 2011 Check Total:	50.00 50.00	12/05/2011	Check Sequence: 22 010-01-53415	ACH Enabled: No
Vendor:4948 2012 membership	ICMA 2012 ICMA membership-Wyntergreen Check Total:	722.78 722.78	12/05/2011	Check Sequence: 23 010-03-53080	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4301 CITY.11.21.11	Jane Scott Video Productions Video taping CC mtgs 11/7&21/11, 2 DVDs Check Total:	520.00 520.00	12/05/2011	Check Sequence: 24 010-01-53050	ACH Enabled: No
Vendor:4393 77784 77980	Jordan Ramis, PC, Attys at Law WWTP legal services 10/17 thru 11/15/11 Tillamook City audit-re:WWTP litigation Check Total:	16,266.17 148.00 16,414.17	12/05/2011 12/05/2011	Check Sequence: 25 022-22-53370 010-10-53065	ACH Enabled: No
Vendor:4950 11.30.11	Kayak Tillamook County TRT Disbursement Annual 2011-2012 Check Total:	2,850.00 2,850.00	12/05/2011	Check Sequence: 26 070-70-53580	ACH Enabled: No
Vendor:0241 10916 10934 10934 10963 10963 11000 11502 11573 11573 11625 11675 11702	Kimmel's Hardwares & Houseware 4buckets,tees,caps,plumb quick-Wtr Div Batteries,rakes,pop-up container-Wtr Div Chain & clamps-reservoir cleaning Ballast&duplex modular jack-City Hall It Clamp light&bulbs,screw driver,etc-Wtr Goo Gone-Wtr Div Shuck links for chain-reservoir cleaning Gas blower/vac-Wtr Div 2 garbage cans,rain gauge-Wtr Div 2 safety gas cans-Wtr Div 10 plugs for Christmas lights 4 brackets,screws,flashlight-Wtr Div Check Total:	31.02 29.95 743.21 39.28 27.54 15.48 47.80 124.99 97.95 99.98 22.90 37.44 1,317.54	12/05/2011 12/05/2011 12/05/2011 12/05/2011 12/05/2011 12/05/2011 12/05/2011 12/05/2011 12/05/2011 12/05/2011 12/05/2011 12/05/2011	Check Sequence: 27 021-04-53250 021-02-53250 021-06-55065 010-10-53230 021-02-53250 021-02-53250 021-06-55065 021-02-53211 021-04-53250 021-02-53070 070-70-53380 021-02-53250	ACH Enabled: No
Vendor:4623 11.30.11	Latimer Quilt & Textile Center TRT Annual Disbursement, 2011-2012 Check Total:	4,000.00 4,000.00	12/05/2011	Check Sequence: 28 070-70-53580	ACH Enabled: No
Vendor:4472 CL72134 CL72134 CL72134	Marc Nelson Oil Products 01-0006091, WWTP fuel 11/1 to 11/15/11 01-0006091, Wtr fuel 11/1 to 11/15/11 01-0006091, Street fuel 11/1 to 11/15/11 Check Total:	445.01 593.20 824.59 1,862.80	12/05/2011 12/05/2011 12/05/2011	Check Sequence: 29 022-22-53140 021-03-53140 020-20-53140	ACH Enabled: No
Vendor:0958 Nov 2011	Joseph Martin Council stipend Nov 7 & 21, 2011	50.00	12/05/2011	Check Sequence: 30 010-01-53415	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4440 1063 1064	Check Total: Mary Veek-Kendrick Wastewater janitorial, Nov 2011 Police Janitorial, November 2011 Check Total:	50.00 400.00 250.00 650.00	12/05/2011 12/05/2011	Check Sequence: 31 022-22-53210 010-07-53200	ACH Enabled: No
Vendor:4501 11.30.11	Monday Musical Club TRT Annual Disbursement, 2011-2012 Check Total:	2,000.00 2,000.00	12/05/2011	Check Sequence: 32 070-70-53580	ACH Enabled: No
Vendor:4622 11.30.11	North Coast Seafood Festival TRT Annual Disbursement, 2011-2012 Check Total:	2,500.00 2,500.00	12/05/2011	Check Sequence: 33 070-70-53580	ACH Enabled: No
Vendor:4041 25486 26484	Northstar Chemical, Inc. 1800 gal sodium hypochlorite-WWTP 5851.2 lbs Sodium Bisulfite-WWTP Check Total:	2,808.00 2,438.99 5,246.99	12/05/2011 12/05/2011	Check Sequence: 34 022-22-53040 022-22-53040	ACH Enabled: No
Vendor:0329 2012 membership	OAMR OAMR membership 2012-Donowho Check Total:	50.00 50.00	12/05/2011	Check Sequence: 35 010-03-53080	ACH Enabled: No
Vendor:6003 117049 1 117364 1 118272 1	Oce Imagistics Copies W2522-PD, 10/18 to 11/18/11 Copies W3522-Front, 10/18 to 11/18/11 Copies WZB45-CR, 10/18 to 11/18/11 Check Total:	51.77 220.04 7.53 279.34	12/05/2011 12/05/2011 12/05/2011	Check Sequence: 36 010-10-53240 010-10-53240 010-10-53240	ACH Enabled: No
Vendor:4593 587252055001 587252055001	Office Depot Correction tape Doz white 8.5x11 legal pads-CR Check Total:	4.66 6.04 10.70	12/05/2011 12/05/2011	Check Sequence: 37 010-04-53270 010-03-53270	ACH Enabled: No
Vendor:4081 239925 273153 294130	OfficeMax - A Boise Company Poster putty-City Hall lobby pictures 2012 appointment book-Wilson Toner, photo paper-Santa pictures	1.48 20.53 459.37	12/05/2011 12/05/2011 12/05/2011	Check Sequence: 38 010-10-53230 010-03-53270 070-70-53380	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
294130	High capacity yellow toner-PD	73.89	12/05/2011	010-07-53270	
298325	Epson toner-Police	51.40	12/05/2011	010-07-53270	
329995	Calendars & day minder-Water Div	52.57	12/05/2011	021-02-53270	
329995	Erasable calendar for Chambers	14.33	12/05/2011	010-10-53230	
329995	Folders,day minders & calendars-Admin	50.39	12/05/2011	010-03-53270	
329995	Calendars,yellow cardstock-Muni	14.96	12/05/2011	010-04-53270	
329995	Erasable wall calendar-Street	14.33	12/05/2011	020-20-53230	
329995	Day minder refill, calendar-Planner	12.25	12/05/2011	010-05-53270	
330140	Doz certificate frames-Water Div	27.08	12/05/2011	021-02-53270	
330344	3 month horizontal wall calendar-Reeves	7.38	12/05/2011	010-03-53270	
391046	Folders & hanging file folder frames-Wtr	21.25	12/05/2011	021-02-53270	
391046	Generic #8366 labels-City Hall	8.67	12/05/2011	010-03-53270	
	Check Total:	829.88			
Vendor:0125 WQ12DOM-0881	OR Dept of Environmental Qual NPDES-DOM-C2a sewage disposal permit2012	5,791.00	12/05/2011	Check Sequence: 39 022-22-53290	ACH Enabled: No
	Check Total:	5,791.00			
Vendor:4206 2012	OR Dept of Human Services 2012 Cross Conn/Backflow Prev Fee	200.00	12/05/2011	Check Sequence: 40 021-01-53290	ACH Enabled: No
	Check Total:	200.00			
Vendor:0336 Nov '11 Nov 2011	OR Dept of Revenue U/Assessments, Nov 2011 LEMLA Assessments, Nov 2011	1,164.79 53.00	12/05/2011 12/05/2011	Check Sequence: 41 010-00-41110 010-00-41080	ACH Enabled: No
	Check Total:	1,217.79			
Vendor:0336 051408125601112 101367565601112	OR Dept of Revenue 2011 Hazardous substance fee-Water 2011 Hazardous substance fee-Sewer	246.00 246.00	12/05/2011 12/05/2011	Check Sequence: 42 021-02-53080 022-22-53290	ACH Enabled: No
	Check Total:	492.00			
Vendor:4915 2012 renewal-AS	Oregon Health Authority Sullivan recertification D2875 & T2875FE	60.00	12/05/2011	Check Sequence: 43 021-02-53080	ACH Enabled: No
	Check Total:	60.00			
Vendor:4947 E64550 1 E64550 1 E65911 1	Pacific Office Automation Transfer kit-HP4700-Water Div Black POA ink ctg-HP4700-Water Div Ink ctg for City Rec. HP4000	250.00 104.00 61.65	12/05/2011 12/05/2011 12/05/2011	Check Sequence: 44 021-02-53270 021-02-53270 010-03-53270	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
E67970 1	Yellow POA ink ctg-HP4700-Water Div Check Total:	188.00 603.65	12/05/2011	021-02-53270	
Vendor:5024 11.22.11	Petty Cash - PD-Maria Grzelak Postage-Police Department Check Total:	100.00 100.00	12/05/2011	Check Sequence: 45 010-07-53300	ACH Enabled: No
Vendor:4470 10.20.11	PostaBox Police shipping Check Total:	17.89 17.89	12/05/2011	Check Sequence: 46 010-07-53300	ACH Enabled: No
Vendor:4385 Nov 2011	Raul Ramirez Spanish court interpreter 11/16/11 Check Total:	25.00 25.00	12/05/2011	Check Sequence: 47 010-04-53060	ACH Enabled: No
Vendor:4391 Dec 2011	Robert W. Riggert Property Purchase Pmt74/2302 3rd St Check Total:	2,108.00 2,108.00	12/05/2011	Check Sequence: 48 010-07-54050	ACH Enabled: No
Vendor:0407 1110-781118 1110-781824 1110-782807 1110-782807 1110-782838 1111-783419 1111-784102 1111-784243 1111-784556 1111-784721 1111-784966 1111-786558 1111-786654 1111-786938 1111-787471 1111-787848 1111-788359 1111-789272 1111-789924 1111-789931 1111-790000	Rosenberg Builder's Supply Inc PVC cement-WWTP 2-96" fluorescent tubes-St Div Gloves-concrete/mortar protection-St Div Concrete&mortar-raise MH@4th & Birch Hex nuts & bolts-WWTP Shrink tubing,butt connectors-WWTP 9" ice edge sawzall blade-WWTP 2 mortar mix-raise MH @ 8th & Stillwell Ext cord,utility knife&blades,etc-Xmas 750/1500W heater-St shop Plastic for City aerial photograph Concrete-raise MH@4th & Fir Concrete-raise MH@4th & Fir Concrete-raise MH@4th & Grove Concrete-raise MH@2nd & Ivy Snap ring plier set-WWTP Bulletin boards,shelving,etc.-WWTP Polarized plugs&caps-Christmas Propane bottle,WD-40-St Div Paint for stands & door stops-WWTP Wire brush, drill bit-paint prep/WWTP	10.99 24.98 6.99 40.68 19.18 24.63 20.99 12.78 19.24 31.99 6.76 19.53 5.58 27.90 47.07 13.49 64.46 14.95 11.97 32.23 38.96	12/05/2011 12/05/2011	022-22-53230 020-20-53200 020-20-53230 020-20-54065 022-22-53230 022-22-53230 022-22-53230 020-20-54065 070-70-53380 020-20-53200 010-03-53270 020-20-54065 020-20-54065 020-20-54065 020-20-54065 022-22-53230 022-22-53230 070-70-53380 020-20-53230 022-22-53230 022-22-53230	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1111-790145	Fittings less credit 1111-790208-WWTP	29.90	12/05/2011	022-22-53230	
1111-790423	Cable ties,pliers,hole saw,etc.-WWTP	53.96	12/05/2011	022-22-53230	
1111-790466	Carbide hole saw-WWTP	24.99	12/05/2011	022-22-53230	
1111-790486	Cable ties, white plastic tape-Christmas	19.95	12/05/2011	070-70-53380	
1111-790521	4 spray paint,carbide hole saw-WWTP	41.75	12/05/2011	022-22-53230	
1111-791204	Concrete drill-WWTP	129.99	12/05/2011	022-22-53230	
1111-791287	3 hole saws,sander kit & sleeve-WWTP	45.75	12/05/2011	022-22-53230	
1111-793483	Thread seal tape,joint compound-WWTP	18.70	12/05/2011	022-22-53230	
1111-793620	Caps,couplers, adapters-WWTP	15.14	12/05/2011	022-22-53230	
	Check Total:	875.48			
Vendor:4807	Safariland, LLC				ACH Enabled: No
111-151016	Photo ID cards,rulers-PD	50.95	12/05/2011	Check Sequence: 50 010-07-53170	
	Check Total:	50.95			
Vendor:0433	Safeway, Inc				ACH Enabled: No
2107527-102011	Cookies-Planning Comm. parks open hse	20.93	12/05/2011	Check Sequence: 51 010-05-53270	
	Check Total:	20.93			
Vendor:4728	John Sandusky				ACH Enabled: No
Nov 2011	Council stipend Nov 7 & 21, 2011	50.00	12/05/2011	Check Sequence: 52 010-01-53415	
	Check Total:	50.00			
Vendor:4281	Tillamook 9-1-1				ACH Enabled: No
2011-9	Annual SSMA mobile 9/1/11-8/31/12	3,165.05	12/05/2011	Check Sequence: 53 010-07-53060	
2011-9	Annual SSMA RMS 9/1/11-8/31/12	3,095.45	12/05/2011	010-07-53060	
	Check Total:	6,260.50			
Vendor:4790	Tillamook Air Museum				ACH Enabled: No
11.30.11	TRT Annual Disbursement, 2011-2012	3,000.00	12/05/2011	Check Sequence: 54 070-70-53580	
	Check Total:	3,000.00			
Vendor:4819	Tillamook Animal Shelter, Inc.				ACH Enabled: No
11.22.11	Animal shelter services 9/16 to 10/18/11	250.00	12/05/2011	Check Sequence: 55 010-07-53710	
	Check Total:	250.00			
Vendor:0526	Tillamook Chamber of Commerce				ACH Enabled: No
Oct '11-10%	Chamber 10% TRT, Oct 2011	3,234.12	12/05/2011	Check Sequence: 56 070-70-53360	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4466 11.30.11	Check Total:	3,234.12			
	Tillamook Co. Fairboard TRT Annual Disbursement, 2011-2012	3,500.00	12/05/2011	Check Sequence: 57 070-70-53580	ACH Enabled: No
	Check Total:	3,500.00			
Vendor:4791 11.30.11	Tillamook Co. Pioneer Museum TRT Annual Disbursement, 2011-2012	2,000.00	12/05/2011	Check Sequence: 58 070-70-53580	ACH Enabled: No
	Check Total:	2,000.00			
	Tillamook Co. Quilt Trail Coal TRT Annual Disbursement, 2011-2012	3,750.00	12/05/2011	Check Sequence: 59 070-70-53580	ACH Enabled: No
	Check Total:	3,750.00			
Vendor:0525 Nov 2011	Tillamook Co. Treasurer LEMLA Assessment, Nov 2011	577.00	12/05/2011	Check Sequence: 60 010-00-41090	ACH Enabled: No
	Check Total:	577.00			
	Tillamook Estuaries TRT Annual Disbursement, 2011-2012	1,000.00	12/05/2011	Check Sequence: 61 070-70-53580	ACH Enabled: No
	Check Total:	1,000.00			
Vendor:4248 11.30.11	Tillamook Farmer's Market TRT Annual Disbursement, 2011-2012	7,150.00	12/05/2011	Check Sequence: 62 070-70-53580	ACH Enabled: No
	Check Total:	7,150.00			
	Tillamook Motor Company PD Tahoe-Replace 4 rotors,parts&labor	415.28	12/05/2011	Check Sequence: 63 010-07-53250	ACH Enabled: No
Vendor:0505 82754 82758 83003	Police F250-Lube,oil, filter service	46.45	12/05/2011	010-07-53250	
	Police 2003 Ranger-Serp belt&tensioner	188.40	12/05/2011	010-07-53250	
	Check Total:	650.13			
Vendor:0510 Nov '11 Smt-1 Nov '11 Smt-10 Nov '11 Smt-11 Nov '11 Smt-12 Nov '11 Smt-13 Nov '11 Smt-14	Tillamook PUD 12874-512, 3497 Kephart Rd Wtr Dept	40.00	12/05/2011	Check Sequence: 64 021-05-58110	ACH Enabled: No
	19915-515, Lift Station Front Street	59.07	12/05/2011	022-22-53430	
	74209-515, City Lights	2,601.00	12/05/2011	020-20-53430	
	20215-515, 108 Birch	105.57	12/05/2011	020-20-53430	
	20216-515, 108 Birch	24.98	12/05/2011	020-20-53430	
	20217-515, 116 Birch-Warehouse	26.96	12/05/2011	021-02-53240	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Nov '11 Smt-15	20218-515, 116 Birch-Warehouse	27.69	12/05/2011	021-02-53240	
Nov '11 Smt-16	20274-515, 4th & Main-Traffic Lights	42.93	12/05/2011	020-20-53430	
Nov '11 Smt-17	20304-515, 3rd & Main-Signals	31.12	12/05/2011	020-20-53430	
Nov '11 Smt-18	20306-515, 3rd & Pacific Signals	30.72	12/05/2011	020-20-53430	
Nov '11 Smt-19	20414-515, 210 Laurel Ave, City Hall	258.62	12/05/2011	010-10-53430	
Nov '11 Smt-2	15557-508, Lift Station 12th & Laurel	257.40	12/05/2011	022-22-53430	
Nov '11 Smt-20	20415-515, 210 Laurel Ave, City Hall	320.00	12/05/2011	010-10-53430	
Nov '11 Smt-21	20432-515, 1st & Main Avenue	45.51	12/05/2011	020-20-53430	
Nov '11 Smt-22	35062-515, Marine Park Front Street	23.00	12/05/2011	020-20-53430	
Nov '11 Smt-23	35427-509, Brookfield Rd Lift Station	72.47	12/05/2011	022-22-53430	
Nov '11 Smt-24	53747-501, Wilson Rv Lp & Hwy 101 N Sgnl	68.41	12/05/2011	020-20-53430	
Nov '11 Smt-25	74417-510, 2210 1st St, Carllich House	17.76	12/05/2011	020-20-53430	
Nov '11 Smt-26	65596-510, 2302 3rd St, Police Station	150.28	12/05/2011	010-07-53420	
Nov '11 Smt-27	75272-515, 210 Laurel, Transit Cntr	158.36	12/05/2011	010-10-53430	
Nov '11 Smt-28	78075-507, 845 3rd St, WWTP	3,006.65	12/05/2011	022-22-53430	
Nov '11 Smt-29	6779-401, 7995 Killam Crk Rd	262.34	12/05/2011	021-04-53430	
Nov '11 Smt-3	16663-510, Restrooms Goodspeed Park	56.07	12/05/2011	020-20-53430	
Nov '11 Smt-4	16664-510, Goodspeed Park	23.33	12/05/2011	020-20-53430	
Nov '11 Smt-5	16709-510, 4th & Pacific signals	35.61	12/05/2011	020-20-53430	
Nov '11 Smt-6	17498-511, Meadow Avenue	36.00	12/05/2011	022-22-53430	
Nov '11 Smt-7	17975-511, 3610 Alder Lane Well #3	2,508.83	12/05/2011	021-05-58130	
Nov '11 Smt-8	17990-511, 3809 Alder Lane Well #2	779.20	12/05/2011	021-05-58120	
Nov '11 Smt-9	18512-512, 9th Street Park	24.12	12/05/2011	020-20-53430	
	Check Total:	11,094.00			
Vendor:0511 J06776	Tillamook Tire Service, Inc. Used tire & scrap fee for Sweeper Check Total:	45.00 45.00	12/05/2011	Check Sequence: 65 020-20-53210	ACH Enabled: No
Vendor:4941 11.22.11	Yuriy Ukhach Reimburse for work boots-meter reading Check Total:	190.00 190.00	12/05/2011	Check Sequence: 66 021-02-53260	ACH Enabled: No
Vendor:0541 8780872 8783469	United Pipe & Supply 4 couplers-Wtr Div Water strainer-Wtr Div Check Total:	145.29 22.43 167.72	12/05/2011 12/05/2011	Check Sequence: 67 021-06-53250 021-04-53200	ACH Enabled: No
Vendor:1065 538573	USA Bluebook Disposable 4 gas sensor cartridges-WWTP	449.81	12/05/2011	Check Sequence: 68 022-22-53380	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	449.81			
Vendor:4653 337862 337862	Walter E. Nelson Co. Toilet tissue,air freshener,ppr towels Toilet tissue,air freshener,ppr towels Check Total:	221.95 221.95 443.90	12/05/2011 12/05/2011	Check Sequence: 69 020-20-53250 020-20-53350	ACH Enabled: No
Vendor:4381 Nov 2011	Suzanne Weber Council stipend Nov 7 & 21, 2011 Check Total:	50.00 50.00	12/05/2011	Check Sequence: 70 010-01-53415	ACH Enabled: No
Vendor:4895 11-0770	WorkForce Consolidation Team Kettner, for period 10/1 to 11/3/11 Check Total:	425.90 425.90	12/05/2011	Check Sequence: 71 010-07-53060	ACH Enabled: No
Vendor:4510 0152129	Zumar Industries, Inc. 8 Neighborhood Watch signs Check Total:	110.47 110.47	12/05/2011	Check Sequence: 72 010-07-53350	ACH Enabled: No
	Total for Check Run:	111,065.00			
	Total Number of Checks:	72			